

ARTICLE 22
MERIT AND PROMOTION REVIEW PROCEDURES

A. GENERAL CONDITIONS

1. This Article applies to the campus guidelines and procedures and departmental procedures for merit and promotion reviews, and any changes to them.
2. The review process and evaluation criteria are located in Articles 7A,7B, 7C, 7D, and Article 31 - Academic Review Criteria.
3. For those Unit 18 faculty members who are eligible for merit increases, such increases are based on academic attainment, experience and performance, and are not automatic. Unit 18 faculty shall be eligible for merit increases in accordance with this Article in those years when the University provides merit increases to non-represented academic employees. The University retains sole discretion in the evaluation of a Unit 18 faculty's performance.
4. Consistent with this Agreement, decisions to grant or not grant a merit increase to individual Unit 18 faculty are at the sole discretion of the University. In the event a Unit 18 faculty member is not awarded an increase following a merit review, the University shall include an explanation for its decision that shall accompany the merit review determination.
5. Unit 18 faculty shall be subject to merit reviews as follows:
 - a. Pre-six year Unit 18 faculty – For pre-six year Unit 18 faculty, consideration for merit reviews, and decisions regarding the timing and amount of individual increases if any, shall be at the sole discretion of the University.
 - b. Continuing Appointee merits – The University retains sole discretion in the evaluation of a Unit 18 faculty member's performance.
 - 1). A Continuing Appointee shall be considered for a merit increase at the time of the initial continuing appointment, and at least once every three years thereafter. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review. A Unit 18 faculty may

request that his or her merit review be deferred for up to one year.

- 2). For academic reviews effective July 1, 2021, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall receive a merit increase of at least two salary points. The University is not precluded from granting merit increases of greater than two salary points, with such increases being in intervals of one salary point only, e.g., two salary points, three salary points, and so on.
- 3). For academic reviews effective July 1, 2022 or later, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall advance two salary points on the salary scale in Table 17 of the Agreement. The University is not precluded from granting merit increases of greater than two salary points on the salary scale in Table 17 of the Agreement.

B. MERIT AND PROMOTION GUIDELINES AND PROCEDURES

1. The Union shall be provided copies of applicable campus merit and promotion guidelines and departmental review procedures as they exist or as they are developed. An individual may request a copy of the applicable campus merit and promotion review guidelines or departmental procedure(s).
2. The University may change campus merit and promotion guidelines and merit and promotion review procedures according to the normal campus processes for revising such procedures.
 - a. The University shall provide to the Union proposed changes to campus merit and promotion guidelines at least thirty (30) days prior to finalization. The University will begin to apply changed guidelines to individual Unit 18 faculty only with the beginning of the Unit 18 faculty's merit or promotion review cycle.
 - b. The University shall provide to the Union proposed changes to departmental review procedures at least a month prior to finalization. Upon request of the Union, the University shall meet with the Union to discuss the effect of the proposed merit or promotion procedure changes before the University implements such changes.
3. At the request of the UC-AFT, each campus will provide the Union with a

list of Unit 18 faculty who were considered for merit or promotion increase during the previous academic year. The information will include the campus, the Unit 18 faculty's name, department, whether the individual was granted a merit increase or promotion or not, and the amount of any such increase. The information shall be provided within thirty (30) calendar days of the Union's request.

4. Unit 18 faculty may request up to a one-year deferral to the merit review process per merit review cycle. Such requests for deferrals shall be submitted in writing following the procedures in accordance with Articles 7C and 7D. The effective date of any increase that results from the review is also deferred by the same amount of time.
5. If merit or promotion decisions are delayed, salary increases will be paid as soon as possible, with retroactive payment to the effective date of the merit or promotion.
6. The provisions of this Article are not intended to preclude consideration for merit increases for the members of this bargaining unit.

C. Demonstration Teachers, Supervisors of Teacher Education, Teacher – Special Programs, or any Unit 18 faculty whose salary is paid on a “By Agreement” basis shall be considered for a merit review at the sole discretion of the University in accordance with procedures established by the University at each campus.

D. GRIEVANCE AND ARBITRATION

1. Merit and promotion review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.
2. An arbitrator shall not have authority to substitute their judgment for the University's judgment regarding and Unit 18 faculty's performance or qualification, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited to ordering the University to repeat the merit or promotion review from the point at which the violation occurred. At the request of either party, the arbitrator may retain jurisdiction.